

Sheet 1

THIS AGREEMENT, made this 10 day of June, 1965, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the City of Chandler, acting by and through its City Manager, thereunto duly authorized, hereinafter designated City.

FILE REFERENCE:

ROUTE SR-87

167.71 to MP _____

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that a Traffic Signal System be installed on the State Highway System at the intersection of State 87 and Ray Road, in the City of Chandler, in Maricopa County;

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the installation and maintenance of the said Traffic Signal System each in the manner hereinafter stated, and

WHEREAS, funds have been provided and set aside by the State under AFE 80078 to defray the State's share of the cost of the work and the City has verbally agreed, through its City Manager, to provide for its share of the work, and

WHEREAS, an estimate of the installation cost is as follows:

State's Share	\$3,500.00
City's Share	<u>\$1,500.00</u>
TOTAL ESTIMATED COST	\$5,000.00

and,

WHEREAS, it is the desire of the parties hereto to proceed with the work and set out in writing their understandings and agreements pursuant to which the said work shall be performed, completed, paid for and subsequently maintained.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the City agrees:

1. To pick up at the State Highway Department Yard, Chandler, and deliver to the site of the work all materials and apparatus necessary for the installation of the Traffic Signal System.

2. To provide and set aside sufficient funds to defray the City's share of the installation cost.

3. To furnish all labor, tools, and construction equipment necessary to install the Traffic Signal System.

4. To install in a good and workmanlike manner, and in accordance with the Arizona Highway Department Traffic Signal and Highway Lighting Standard Drawings, General Specifications for Traffic Signal and Highway Lighting Systems, (1964) and Traffic Control Manual for Construction and Maintenance, incorporated herein by reference, and the plans dated June, 1965, and designated project number F-021-1-903, which plans are made a part hereof and incorporated by reference, all materials and apparatus necessary for a Two-phase, Semi-actuated Traffic Signal System at the aforementioned intersection. Work shall include all necessary excavation, backfill, pavement, and sidewalk replacement as necessary, concrete work, and painting of equipment as required and as specified in the above publications.

5. To return all unused materials and apparatus to the State Highway Department Yard in Chandler upon completion of the work.

6. In the event of any future City construction projects involving the above-mentioned intersections, the project plans shall provide for any necessary modification of the Signal System and such plans shall be submitted to the State for approval. All costs for the work made necessary by the construction project shall be at the City's expense.

7. That any requests for modifications of traffic controls at this intersection shall be based upon and supported by traffic studies.

8. To advise the State or its authorized agent by the most expedient means available of any malfunctioning of the traffic signals; notification shall include sufficient information for preliminary malfunction diagnosis by the State.

9. To provide and set aside each year sufficient funds necessary for the maintenance and operation of these signals, including.

(a) Furnishing of electricity.

(b) Repainting on a once-every-two-years basis.

(c) Cleaning and relamping on a semi-annual basis. Lamps to be furnished by the City.

(d) Furnishing all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when deemed necessary and with the approval of the State, to install additional apparatus as may be required; all material and apparatus, whether replacements or additions, to be State furnished.

10. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION, of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To furnish all materials and apparatus necessary for the Traffic Signal System.

2. To provide inspection during installation and engineering consultation as may be required during installation and subsequent maintenance of the Signal System.

3. In the event of future State construction projects involving the above-mentioned intersection, the project plans shall provide for any necessary modifications of the Signal System, and such plans will be submitted to the City for its approval. All costs of the work made necessary by the construction project shall be at the State's expense.

4. To furnish replacement for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

5. To provide and set aside each year sufficient funds for the maintenance of the traffic signal control apparatus.

ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the City, in the installation and maintenance

of the signals, and the work incidental thereto, shall save and hold harmless the STATE, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage, or other damage occurs as aforesaid, the City assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.

ARTICLE IV

If any provision, of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Approved as to Form:

Frank S. Sappano
Assistant Attorney General

Attest:

Justin Herman
JUSTIN HERMAN
State Highway Director

Attest:

Cheryl Bassett
City Clerk

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

BY:

A. L. Chadwick
A. L. CHADWICK
Deputy State Engineer

BY:

Andrew C. Kuhler
City of Chandler

BY:

Ralph E. Sporn
City Manager